

2009 RELEASE AND AGREEMENT NOT TO SUE

In consideration of being allowed to participate in events at the Madison County Fair Grounds and Arena. I and my heirs, successors, personal representatives and next of kin, hereby **RELEASE, WAIVE, DISCHARGE**, and agree to **HOLD HARMLESS AND INDEMNIFY** Madison County, the Madison County Commissioners, Madison County Fair Board, the 3 Rivers Arena Club, stock contractors, sponsors, arena operators or owners, their agents, representatives, from all liability to me and my personal representatives, heirs, successors, and next of kin from any and all claims and liability for all the loss of damage, and any claim of damages on account of any injury to my person including death or damage to my property while I am utilizing Madison County Fair Ground facilities or participating in arena events.

I hereby represent to the Madison County Fair Board, Madison County Commissioners, and 3 Rivers Arena Club that I understand that **THERE ARE CERTAIN RISKS OF SERIOUS INJURY AND DEATH** inherent in participating in arena events and any related activities. I realize conditions of the arena changes from time to time and may become more hazardous, that arena animals are dangerous and unpredictable and there is **INHERENT DANGER** in rodeo and arena events which I appreciate and voluntarily assume because I choose to participate in such events. I make this choice even though I have observed or participated in events of this kind in the past and know conditions, facilities, rodeo and arena animals, and other rodeo and event contestants and participants pose a danger to me. I recognize and expressly agree to assume the entire risk of any and all accidents or personal injury including serious paralysis or death, which I might suffer during my participation in said events

I further **COVENANT AND AGREE NOT TO SUE MADISON COUNTY, THE MADISON COUNTY COMMISSIONERS, MADISON COUNTY FAIR BOARD, OR 3 RIVERS ARENA CLUB** for any injury, damages, or death which occurs as a result of my participation in said events and any claim or damage therefore. I understand that this document may be treated as a complete defense to any legal action I might bring against Madison County, the Madison County Commissioners, the Madison County Fair Board or 3 Rivers Arena Club for any injuries or other damages I might suffer.

I understand and agree this **RELEASE AND AGREEMENT NOT TO SUE** extends to any and all claims I may have, especially including, but not limited to, claims arising out of participation in said events, claims with respect to design, manufacture, repair, or maintenance of facilities or equipment which I will be using, or with respect to the conditions, qualification, instruction, rules or procedures under which my use of said facilities or equipment are conducted or from another cause.

I UNDERSTAND AND AGREE THIS RELEASE AND AGREEMENT NOT TO SUE extends to **PROPERTY, ACCIDENT, INJURY, OR DEATH OCCURRING DURING THE TERM OF MY USE OR PARTICIPATION OF EVENTS AT THE MADISON COUNTY FAIRGROUNDS**. Any subsequent releases and agreements I might sign in the future shall amplify, but shall in no way limit, the provisions of this document.

I further state and certify that I have carefully read the foregoing release, know the contents thereof and sign this release and agreement not to sue as a free and voluntary act. I am not relying on any statements of representations of any party released hereby. **I UNDERSTAND THIS IS A RELEASE OF ALL CLAIMS** and that my facsimile signature on this application and release constitutes an original signature.

Please **PRINT** name

Signature

Date

Witness Name **PRINTED**

Witness Signature

Date

(Parent or Legal Guardian must sign if applicant is a minor under the law of the state of residence and /or a High School Rodeo Association Member.) I declare that I am the parent or legal guardian of the above minor. I have carefully read the foregoing release and agreement not to sue. I know the representatives made are true. I agree to be bound by the terms of the release and agreement not to sue both personally and as representative of the interests of the minor.

Parent Name **PRINTED**

Parent's signature

Date